MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

November 12, 2024

APPOINTMENT AND PROMOTION OF TENURE-TRACK AND TENURED FACULTY

I. This Article shall apply only to bargaining unit faculty members appointed to tenure-eligible ranks ("Tenure-Track Faculty") and faculty who have been awarded tenure ("Tenured Faculty").

II. Appointment of Tenure-Track Faculty

1. Tenure-Track Faculty shall initially be appointed at the rank of Assistant Professor, unless otherwise approved by the dean (in consultation with the department) and Provost.

2. Except as otherwise specified herein, Tenure-Track Faculty shall ordinarily serve a probationary period of six (6) years. Any credit granted towards a bargaining unit faculty member's probationary period at the time of hire shall be at the University's discretion.

3. For Tenure-Track Faculty who begin service at the University after the start of an academic year, time counted toward their probationary period shall begin at the start of the faculty member's first full academic year of service.

4. Upon recommendation of the dean (in consultation with the department), Provost and President, the Board of Trustees may confer tenure to a newly hired bargaining unit faculty member hired at the rank of Associate Professor or Professor. Such conferral of tenure shall be at the University's sole discretion.

5. Tenure-Track Faculty will be reviewed during their probationary period in accordance with University policy and will receive an annual formative evaluation of their progress toward promotion. [Annual Review of Probationary Members of the Faculty]. Upon the initial evaluation by the Provost, which normally occurs in third year of their probationary period, unless the probationary

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period has been extended as in Section IV, a faculty member whose progress toward meeting criteria for tenure is deficient may be notified of their termination by July 1 of that year and offered a one (1) year terminal appointment following that year with no reduction in compensation.

6. Tenure-Track Faculty who have not been awarded tenure by the end of the last year of their probationary period will be notified of their termination by July 1 of that year and offered a one (1) year terminal appointment following the end of their probationary period.

7. Once awarded, the tenure of a bargaining unit faculty member shall continue until one of the following occurs: resignation, retirement, dismissal pursuant to the reason(s) listed in Article [Financial Exigency and Academic Reorganization], or termination for just cause as provided in Article [Discipline and Discharge], or death.

III. Promotion of Tenure-Track Faculty and Application for Tenure

1. Each candidate for tenure and promotion will be judged individually on their own merits, not relative to other candidates.

2. Tenure-Track Faculty may apply for tenure only one time.

3. The process and criteria for promotion and tenure are set forth in University, divisional and departmental policy, as applicable. In the event of a change in University criteria for tenure during a bargaining unit faculty member's probationary period, a bargaining unit faculty member may seek tenure under the criteria in place at the time of initial appointment.

4. Except as otherwise provided in this Agreement, Tenure-Track Faculty shall be considered for tenure in the sixth (6th) year of their probationary period.

5. At the time of hire, upon approval by the Provost, Tenure-Track Faculty may receive up to two (2) years credit towards tenure. This credit must be noted in the original appointment letter. At the request of the candidate, this grant of credit or a portion thereof shall be rescinded subsequently during the probationary period.

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6. Tenure-Track Faculty may request in writing to waive part of their probationary period and apply for tenure before their sixth (6th) year, subject to approval by their dean (in consultation with the department) and Provost. Notice of the decision will be provided to the faculty member in writing.

IV. Extension of the Probationary Period

1. Extension of the probationary period refers to extending the time at which a bargaining unit faculty member is considered for tenure. Expectations for tenure for a probationary faculty member granted an extension remain the same as expectations for a probationary faculty member evaluated within the standard probationary period.

2. A one-year extension of a Tenure-Track Faculty member's probationary period shall be granted upon request by a Tenure-Track Faculty member who in the twenty-four (24)months prior to request for extension has (1) the birth, care or adoption of a child (under the age of five); (2) approved family medical leave in accordance with University policy; or (3) approved parental leave in accordance with University policy.

3. The University, at its discretion, may grant requests by Tenure-Track Faculty to extend their probationary period in circumstances other than those set forth in Section IV.2. Depending on nature and severity, examples of such circumstances may include (but are not limited to): loss or unavailability of research facilities, military service, or loss or uninhabitability of primary residence.

   i. To receive consideration, requests for extensions must be made in writing in accordance with University policy. A leave of absence of one (1) year or less will not be grounds for extending the probationary period absent other extenuating circumstances that justify extending the probationary period, as determined by the University.

   ii. In extenuating circumstances, the University may, in its sole discretion, grant a second extension of a Tenure-Track Faculty member's probationary period. Denial of any request for a second extension shall not be subject to the grievance and arbitration procedure.

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4. Extensions may be requested at any point between the start of the initial appointment and submission of the tenure/promotion dossier. A prior leave of absence shall not preclude a bargaining unit faculty member from requesting an extension to their probationary period.

V. Promotion of Tenured Faculty

1. Eligibility for promotion does not require that the person be engaged at least fifty percent (50%) of their appointment in regular teaching assignments or research.

2.. Progress toward promotion may be discussed as part of a bargaining unit faculty member's annual evaluation.

3. Associate Professors with tenure may apply for promotion to Professor with tenure after three (3) years in rank, provided that they meet all criteria set forth in University, divisional and departmental policy.

4. In the event that an Associate Professor with tenure is denied promotion to Professor with tenure, they may reapply for such promotion no earlier than one (1) year following denial of promotion.

For the Union:

Date: 11-12-24

For the University:

Date: 11/12/24

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